

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



Tim Gallagher, Director

July 1, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT AND BUDGET ADJUSTMENT
TO PROVIDE COMMUNITY SWIM SERVICES FOR
THE CITY OF TEMPLE CITY
(Fifth District 4-Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this contract is categorically exempt under the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the attached agreement with the City of Temple City for the Department of Parks and Recreation to provide Community Swim Program Services.
3. Authorize the Director of the Department of Parks and Recreation to exercise the agreement renewal options annually.
4. Approve a budget adjustment in the amount of \$34,000 to provide additional appropriation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed summer swim program is a collaborative effort between the County, the City of Temple City (City) and the Temple City Unified School District (School District). Since the City does not have the facilities or qualified staff to conduct a swim program, they have entered into a joint use agreement with the School District for use of the Temple City High School Pool and desire to contract with the County to provide a community swim program.

Approval of this agreement will enable the County, through the Department of Parks and Recreation, to operate a six week community swim program for residents of the

City and the surrounding areas. The swim program will include aquatic instruction, recreational aquatic activities, and lifeguard services for all programs.

Implementation of Strategic Plan Goals

The proposed agreement will further the Board-approved County Strategic Plan Goal 5, Children and Families' Well-Being, by providing additional recreation activities to the community and Goal 4, Fiscal Responsibility, by generating additional revenue through programs operated by County staff.

FISCAL IMPACT/FINANCING

The City will pay the County \$33,500 for services provided during the first year of the contract. This contract amount is based upon the actual cost of providing the services; therefore, there will be no impact to the General Fund.

The Department is processing the attached budget adjustment to increase appropriation, offset by revenue, to finance the program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement is authorized by Government Code Section 51300, which enables your Board to contract with other cities to provide city services through the "contract cities" program.

The City and School District have entered into a joint use agreement which includes the Temple City High School Pool. For purposes of this joint use agreement, the County will be considered an agent of the City when operating the community swim program.

The term of the agreement is for one year and will commence upon your Board's approval. The agreement contains four one-year options which may be mutually exercised by the Director of Parks and Recreation and the City. During the option years, the County reserves the right to increase the contract amount.

The County and City have executed a Joint Indemnity Agreement which is currently in effect and incorporated by reference into this agreement.

The City has executed the attached agreement. In addition, County Counsel has approved the agreement as to form.

The Honorable Board of Supervisors
July 1, 2003
Page 3

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The approval of this agreement to provide a summer swim program is categorically exempt under the California Environmental Quality Act (CEQA) according to Section 15061 (b) (3) because it can be seen with certainty that this action will have no significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The agreement will allow residents within the Temple City surrounding area access to aquatic instruction and recreational aquatic activities otherwise not available.

CONCLUSION

A certified copy of the action taken by your Board and a fully-executed copy of the attached contract should be mailed to the City of Temple City, 9701 Las Tunas Drive, Temple City, CA 91780. It is also requested that two (2) signed copies be forwarded to this Department.

Respectfully submitted,



Tim Gallagher
Director

TG:lg

Attachments

c: Executive Officer (22)

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. 600-1

DEPARTMENT OF Parks and Recreation

July 1, ~~XX~~ 2003

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTE BUDGET ADJUSTMENT

FY 2003-04FINANCING SOURCES:

Parks and Recreation

Revenue

A01 - PK - 27640 - 9846

\$34,000

FINANCING USES:

Parks and Recreation

Salaries and Employee Benefits

A01 - PK - 27640 - 1000

\$27,000

Parks and Recreation

Services and Supplies

A01 - PK - 27640 - 2000

\$7,000

JUSTIFICATION: This budget adjustment is necessary to provide sufficient salaries and employee benefits and services and supplies appropriation to operate a Community Swim Program for the City of Temple City. All costs will be reimbursed by the City of Temple City through the agreement.



CHIEF ADMINISTRATIVE OFFICER'S REPORT

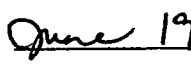

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

 June 19, 2003 

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER BY

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

No. 2

JUNE 19 2003

BY

DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF TEMPLE CITY

FOR

COMMUNITY SWIM PROGRAM SERVICES

CONTRACT PROVISIONS

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS.....		1
1.0	DEFINITIONS.....	3
2.0	SCOPE OF SERVICES.....	4
3.0	DEMISED PREMISES	4
4.0	TERM	4
5.0	CONSIDERATION	5
6.0	JOINT WALK-THROUGH OF PREMISES.....	5
7.0	COUNTY’S OPERATING RESPONSIBILITIES.....	4
7.1	Staff	5
7.2	Lifeguards.....	6
7.3	Maintenance and Health Code Compliance	6
7.4	Attendance Records	6
7.5	Daily Maintenance of Pool Area	7
7.6	Signage	7
7.7	Public Entrance to Pool	7
7.8	Condition of Premises	7
8.0	CITY’S OPERATING RESPONSIBILITIES.....	7
8.1	Facility Use Permit.....	7
8.2	Communication with School District	7
8.3	Maintenance of Premises	8
8.4	Promotion of Summer Swim/Registration.....	8
8.5	Signage	8
8.6	Utilities	8
8.7	Keys.....	8
9.0	TERMS AND CONDITIONS	
9.1	GOVERNING LAW, JURISDICTION, AND VENUE.....	8
9.2	INDEPENDENT CONTRACTOR	9
9.3	INDEMNIFICATION.....	9
9.4	INSURANCE REQUIREMENTS	10
9.5	NOTICES.....	10
9.6	TERMINATION WITHOUT CAUSE BY EITHER PARTY	10

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
9.7	VALIDITY.....	11
9.8	WAIVER	11
	SIGNATURES.....	12

**CONTRACT FOR THE PROVISION OF
COMMUNITY SWIM PROGRAM SERVICES
FOR**

This AGREEMENT and Exhibits made and entered into this ____ day of _____, 2003

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County",

AND

CITY OF TEMPLE CITY,
hereinafter referred to as
"City"

RECITALS

WHEREAS, the Temple City Unified School District owns Temple City High School Pool which is available for public swimming programs; and

WHEREAS, on August 14, 2002, the City of Temple City and the Temple City Unified School District entered into an Agreement for the Use of Facilities for recreational and educational services; and

WHEREAS, the City of Temple City desires to offer a community swim program to its residents; and

WHEREAS, the County of Los Angeles has the expertise and qualified staff to implement a summer swim program at Temple City High School; and

WHEREAS, the County of Los Angeles County is acting as an agent of the City of Temple City for purposes of implementing the swim program; and

WHEREAS, pursuant to Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code, the County of Los Angeles and the City of Temple City entered into General Service Agreement No. 73631 on May 15, 2001; and

NOW THEREFORE, in consideration of the mutual, covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 1.1 **Contract:** Agreement executed between County and City. It sets forth the terms, conditions and the performance of services.
- 1.2 **County:** The County of Los Angeles and for said purposes of conducting a swim program an agent of the City of Temple City.
- 1.3 **City:** The City of Temple City
- 1.4 **School District:** The Temple City Unified School District having jurisdiction over the Temple City High School pool.
- 1.5 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 1.6 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, or his authorized representative(s).
- 1.7 **City Council:** City Council of the City of Temple City acting as governing body or their designee.
- 1.8 **City Manager:** The City Manager of the City of Temple City, or his authorized representative(s)
- 1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.0 SCOPE OF SERVICES

2.1 Pursuant to the provisions of this Agreement, County will conduct a six week summer swim program at Temple City High School Pool to include swim instruction and recreational swimming.

2.2 Swim Instruction

The County shall provide all levels of swim instruction outlined in the American Red Cross Water Safety Program, and recreational swimming programs. Swimming instruction session will be conducted up to five (5) times per day, Monday through Friday.

2.3 Receational Swim

The County shall provide recreation swimming program which will include check room services for clothing and personal belonging. Recreation swimming is generally defined as that activity during which the public has access to the pool, however no organized activity or instruction is provided by County. Recreational swimming will be offered daily, Monday through Friday.

3.0 DEMISED PREMISES

The demised premises shall consist of the swimming pool building, the office and water polo team room, the shower and locker areas and the boys' and girls' restrooms at Temple City High School located at 9501 East Lemon in Temple City (hereinafter referred to as "premises").

4.0 TERM

4.1 The term of this Contract shall be one year commencing on the date of approval by the Board of Supervisors through June 30, 2004.

4.2 The Contract may be further extended for four (4) additional one-year option periods. The renewal shall be mutually exercised by

providing written notification to the other party by April 1 of each year.

5.0 CONSIDERATION

5.1 The contract sum under the terms of this Contract is thirty three thousand five hundred dollars (\$33,500) payable by the City to the County for provision of community swim program services.

5.2 During the option periods, the County reserves the right to renegotiate the contract sum for services provided.

5.3 Invoices and Payments

5.3.1 Subject to acceptance and approval by the City, payment shall be made to the County within thirty (30) days from the joint walk-through at the conclusion of the swim program. Payment should be sent to the Department of Parks and Recreation, 433 South Vermont Avenue, Los Angeles, CA 90020, Attention, Accounting Section.

6.0 JOINT WALK-THROUGH OF PREMISES

The City and County authorized representatives shall conduct a joint walk-through inspection of the premises immediately prior to, and following the County's use of the premises. The purpose of said inspections are to: (a) determine the operational readiness, and note pre-existing deficiencies of the premises and equipment, and (b) verify that the premises and equipment are in comparable condition following County's use.

7.0 COUNTY'S OPERATING RESPONSIBILITIES

7.1 Staff

The County shall provide qualified and trained employees necessary for the efficient operation of swim programs and activities at pool facilities including but not limited to pool manager, lifeguards, locker room attendants, pool aides, cashier clerk. County staff shall be

readily identifiable by the use of uniforms and/or similar identifying apparel.

7.2 Lifeguards

The County shall employ persons tested and certified as Lifeguards in accordance with the current State of California and/or County of Los Angeles standard.

7.3 Maintenance and Health Code Compliance

The County shall provide maintenance sufficient to comply with Public Health and Safety Code Division 20, Chapter 1, Section 24101.2 (Health and Safety Code) to wit: "Every public swimming pool, including the swimming pool structure, appurtenances, operation, source of water supply, method of water purification, lifesaving apparatus, measures to ensure personal cleanliness of bathers shall be such that the public swimming pool is, at all times, sanitary, healthful and safe". These measures will include, but not be limited to: (a) Vacuum and brush the pool bottoms and sides at least three (3) times per week; (b) test for proper pH levels and chlorine residual on a daily basis; and (c) adjust calculators and feeder pumps to maintain Health Department standards as needed. County shall conduct daily inspections of all pool equipment and machinery. A report will be submitted to the City with any necessary repairs and replacement. The City shall address these deficiencies with the Temple City Unified School District and develop a corrective action plan. If repairs are not made and the deficiencies constitute a violation of the Health and Safety Code, the County will close the pool to the public. Upon closure of the pool, the County will immediately notify the City.

7.4 Attendance Records

The County shall provide the City with weekly swim program participation figures including daily swim lesson and recreation swim

attendance. Attendance figures will be submitted to the City on Monday following the preceding week.

7.5 Daily Maintenance of Pool Area

The County shall remove any debris generated by its activities and shall leave the premises in comparable state of cleanliness as existed prior to the conduct of its daily activities.

7.6 Signage

The County shall be responsible for maintenance of safety wall signs and deck-stenciled signs around the pool.

7.7 Public Entrance to Pool

During the operation of the community swim program and activities, the eastside building entrance of the premises shall be the access point for public entrance to the swimming pool shower and locker room facilities.

7.8 Condition of Premises

The County shall repair, cause to be repaired, or reimburse the City for the cost of repairing any damage to the premises that may occur as a result of the County's programs and activities.

8.0 CITY'S OPERATING RESPONSIBILITIES

8.1 Facility Use Permit

Prior to the commencement of the summer swim program, the City shall obtain the facility use permit by the Temple City Unified School District for the purposes herein stated.

8.2 Communication with School District

The City shall be the party responsible for communicating all issues with the School District, including but not limited to facility operation and maintenance, scheduling changes and group usage of pool.

8.3 Maintenance of Premises

City shall ensure that the pool building structures, equipment and all appurtenant apparatus are in safe and proper operating conditions. The City shall pay all costs of providing necessary maintenance and repair of facilities and/or equipment for the premises. In the event that maintenance and repairs are required, the premises, or that portion thereof requiring such maintenance and repairs, may be closed to public use by either party hereto, provided that written notice is given to the other party.

8.4 Promotion of Summer Swim Program/Registration

The City shall be responsible for promoting the summer swim program to its residents and notifying the public of program changes and/or cancellation or interruptions of service. Additionally, the City shall conduct registration for the summer swim program with the assistance of County staff.

8.5 Signage

City shall install signage identifying the swim program as a City sponsored activity.

8.6 Utilities

City shall provide and pay for any necessary utilities serving the premises.

8.7 Keys

City shall furnish two (2) complete set of keys of the premises for County staff.

9.0 TERMS AND CONDITIONS

9.1 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The City agrees and

consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.2 INDEPENDENT CONTRACTOR STATUS

9.2.1 This Contract is by and between the County and the City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.2.2 The County shall be solely liable and responsible for providing to or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes or any personnel provided by or on behalf of the Contractor.

9.3 INDEMNIFICATION

The County and City have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect.

9.4 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon City shall be 9701 Las Tunas Drive, Temple City, CA 91780. Any notice served by mail upon County shall be addressed to the Director of Parks and Recreation, Attention: Contracts Services Division, 301 North Baldwin Avenue, Arcadia, CA 91007, or such other place as may hereinafter be designated in writing to City by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

9.5 TERMINATION WITHOUT CAUSE BY EITHER PARTY

In the event either party determines that it can no longer without cause perform pursuant to the terms and conditions of this Contract, said party may terminate this Contract by submittal of written notice therefore to the other party within thirty (30) days of the proposed date of termination.

9.6 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

9.7 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a

waiver thereof. The rights and remedies set forth in this Sub-paragraph 9.7 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

IN WITNESS WHEREOF, City has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CITY

By Martin R. Cole
City Manager

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

City Clerk
City of Temple City

By _____

By Mary R. Flondrick

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By Helen Parker
Principal Deputy County Counsel

By [Signature]
City Attorney